Grassetto USA Construction, Inc., and Incisa USA, Inc., a Joint Venture *and* William F. Campbell *and* Levi Daniels

Laborers International Union of North America, Local 1450, AFL–CIO *and* William F. Campbell *and* Levi Daniels. Cases 9–CA–29775, 9–CA–29853, 9–CB–8239, and 9–CB–8267

February 18, 1994

DECISION AND ORDER

CHAIRMAN STEPHENS AND MEMBERS DEVANEY AND TRUESDALE

On June 14, 1993, Administrative Law Judge Bruce C. Nasdor issued the attached decision. The Respondent Union filed exceptions and a supporting brief, and the Respondent Employer filed an answering brief.

The National Labor Relations Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[1] and conclusions, and to adopt his recommended Order except that the attached notices are substituted for those of the administrative law judge.

The judge found that the Respondent Union violated Section 8(b)(1)(A) and (2) by requesting and causing the Employer to layoff discriminatees Campbell and Daniels and that the Respondent Employer violated Section 8(a)(3) by discharging the two discriminatees. The Respondents do not except to these findings. To remedy their unfair labor practices, the judge ordered the Respondents to make Campbell and Daniels whole for any loss of earnings and benefits, with interest. The judge also ordered the Respondent Union to notify the Respondent Employer, in writing, that it has no objection to Campbell's and Daniel's reinstatement.

The Respondent Union excepts to the judge's recommended remedy on the ground that it fails to provide that the Union's backpay liability be tolled when it notifies the Employer that it has no objection to the Employer's reinstatement of the discriminatees. The Respondent Union also excepts to the judge's requirement that it notify the Respondent Employer and the discriminatees in writing that it withdraws its objection to their reinstatement. In this regard, the Respondent Union asserts that Business Agent Powell's June 29, 1992 telephonic statement to the Respondent Employer that it had no objection to the reinstatement of Daniels and Campbell was sufficient to satisfy the Board's notification requirement. Accordingly, the Respondent Union contends that its backpay liability should be limited to 1 day because it withdrew its objection to the reinstatement on the same day that the Respondent Employer laid off Daniels and Campbell. We find merit in the Respondent Union's exceptions only to the extent set forth below.

We agree with the Respondent Union that the judge erred by failing to provide that its backpay obligation terminate 5 days after it notifies the Respondent Employer and the discriminatees that it has no objection to their reinstatement.[2] We disagree, however, with its contention that its June 29, 1992 telephonic communication is sufficient to toll its backpay liability. Contrary to the Respondent Union's assertion, it is well established that ''for a union to effectively terminate its backpay liability prior to a Board finding of an 8(b)(1)(A) or 8(b)(2) violation, the union's *written* notification must be sent to both the employer and the employee.'' *Teamsters Local 610*, 236 NLRB 1048, 1048 fn. 1 (1978) (emphasis in original). Because the Respondent Union did not provide written notification on June 29 or thereafter, its backpay liability will continue until it provides such written notification.[3]

Even assuming that oral notification were sufficient, we would still find that the Respondent Union's June 29 request did not toll its backpay liability. When, in the circumstances present here, a union attempts to remedy its prior unlawful action, the Board requires that it take ''clear, unequivocal action . . . so as not to permit it to escape liability by virtue of a token act not calculated or likely to achieve a correction of the wrong committed.'' *Tryco Steel Corp.*, 192 NLRB 97 (1971). In the present case, after Daniels and Campbell went to Powell's office to pay the initiation fee and seek reinstatement, Powell called the Respondent Employer's office manager, Charles Guyn, and told him that Daniels and Campbell were in his office and wanted to pay their initiation fees. According to his uncontradicted testimony, Powell then stated: ''I don't mind; I'll reinstate them if you want them back.'' When Guyn told Powell that the Respondent Employer did not need them back and that they were laid off, Powell said nothing further on the employees' behalf. Powell's conditional remarks to the effect that ''if'' the Respondent Employer wants to reinstate Daniels and Campbell the Respondent Union ''doesn't mind'' is not the ''clear, unequivocal'' statement that the Board requires when a union attempts to cure its unlawful action and limit its backpay liability. In this regard, we note that Powell's remarks were pitched to Guyn merely as a response to Daniels' and Campbell's visit and efforts to pay their initiation fees rather than as an ex-

[1] In the second and third sentences of the third paragraph of sec. III of the judge's decision, ''Campbell'' should read ''Daniels.''

[2] See, e.g., *Barnard & Burke, Inc.*, 238 NLRB 579 (1978); *C. B. Display Service*, 260 NLRB 1102 (1982); and *Claremont Hotel & Tennis Club*, 260 NLRB 1088 (1982).

[3] We find the requirement that the Respondent Union provide written notice particularly apt in this case where the Respondent Employer rejected Powell's initial oral request that it terminate Daniels and Campbell on the ground that the request had to be in writing. Only after Powell provided such a written request did the Respondent Employer terminate these two employees.

press attempt by the Respondent Union to cure its own unlawful action which the Respondent Employer had joined by laying off the two employees. For all these reasons, we find that Powell's request did not toll the Respondent Union's backpay liability as of June 29, 1992.

ORDER

The National Labor Relations Board adopts the recommended Orders of the administrative law judge and orders that Respondent Grassetto USA Construction, Inc., Harlan, Kentucky, and Incisa USA, Inc., a Joint Venture, its officers, agents, successors, and assigns, and Respondent Laborers International Union of North America, Local 1450, AFL–CIO, its officers, agents, and representatives, shall take the action set forth in the Orders, except that the attached notices are substituted for those of the administrative law judge.

APPENDIX I

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT discriminate in regard to the tenure of employment of William F. Campbell and Levi Daniels.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL offer to William F. Campbell and Levi Daniels immediate and full reinstatement to their former positions or, if such jobs no longer exist, to substantially equivalent positions without prejudice to their seniority or other rights and privileges previously enjoyed, and WE WILL make them whole for any loss of pay suffered by reason of their discharges, with interest.

WE WILL remove from our files any references to the discharges of the above-named employees, and notify them in writing that this has been done and that evidence of their unlawful discharges shall not be used as a basis for future personnel action against them.

GRASSETTO USA CONSTRUCTION, INC., AND INCISA USA, INC., A JOINT VENTURE

APPENDIX II

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT cause or attempt to cause Grassetto USA Construction, Inc. and Incisa USA, Inc., a Joint Venture, to discharge or otherwise discriminate against William F. Campbell, Levi Daniels, or any other employee for failure to timely tender initiation fees or periodic dues without adequately advising them of their obligations.

WE WILL NOT in any like or related manner restrain or coerce members in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL advise the above-named Employer and employees, in writing, that we withdraw and rescind our request for their discharge, and that we have no objection to their reinstatement without any loss of seniority and other rights and privileges previously enjoyed by them.

WE WILL affirmatively request the Employer, in writing, to reinstate them.

WE WILL make the above-named employees whole, with interest, for any loss of pay suffered because of the discrimination against them.

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 1450, AFL–CIO

Patricia Rossner Fry, Esq., for the General Counsel.
Donald P. Wagner, Esq., for the Respondent Employer.
Irvin H. Cutler Jr., Esq., for the Respondent Union.

DECISION

STATEMENT OF THE CASE

BRUCE NASDOR, Administrative Law Judge. This case was tried at Harlan, Kentucky, on January 12, 1993. The charge in Case 9–CA–29775 was filed by Campbell on July 20, 1992.[1] The original charge in Case 9–CB–8239 was filed by Campbell on July 20, 1992. The amended charge in Case 9–CB–8239 was filed by Campbell on August 4. The charge in Case 9–CA–29853 was filed by Daniels on August 14, and the charge in Case 9–CB–8267 was filed by Daniels on August 14. An order consolidating cases, consolidated complaint and notice of hearing issued on September 2, 1992. The allegations are that the Union violated Section 8(b)(1)(A) and (2) of the Act by requesting and causing the discharge of Levi Daniels and William F. Campbell on June 29. It is further alleged that the Employer violated Section

[1] All dates are in 1992 unless otherwise noted.

8(a)(1) and (3) of the Act by terminating Campbell and Daniels.

On the entire record including my observation of the demeanor of the witnesses, and after considering the briefs, I make the following

FINDINGS OF FACT

I. JURISDICTION

At all times material Respondent Employer, a joint venture, has been engaged as a general contractor in the construction industry performing heavy and highway construction in various States of the United States, including a tunnel project at Harlan, Kentucky.

During the 12-month period ending August 1, Respondent, in the conduct of its operations, purchased and received at its Harlan, Kentucky jobsite goods valued in excess of $50,000 directly from points outside the Commonwealth of Kentucky.

At all times material, Respondent Employer has been engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATION

At all times material, Respondent Union has been a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

Grassetto USA Construction, Inc. and Incisa USA, Inc. is a joint venture and party to a collective-bargaining agreement and prehire agreement. The terms of these agreements provide that bargaining unit employees are required to become members of the Union on the eighth working day. Working dues are deducted by the Employer. The Employer does not deduct any money for the initiation fees that must be paid by new union members.

The Respondent Employer began work in approximately 1990 on a flood control project for the U.S. Army Corps of Engineers. The project involved diverting a river around the city of Harlan, Kentucky, utilizing tunnels. In the spring of 1992, the job was nearing completion, and the Respondent Employer hired additional employees as carpenters to build forms and lay concrete on the floors of the tunnels.

Daniels was hired as a carpenter on March 16, 1992. On April 14, Respondent Union's business manager, Danny Powell, came into the tunnel where Campbell was working, and had him sign a dues-checkoff authorization. Powell told Campbell that he should begin to pay some of the $300 initiation fee. Daniels attended a union meeting on May 10. Prior to the meeting, he offered to Powell to pay his initiation fee, but Powell refused to accept it, telling him to wait because he was going out to the jobsite to talk to several people and he would take it then. Powell testified that when he came out of his office 45 members were lined up down the hall and it was like running a gauntlet. According to Powell the members were pulling at him to do things for them. Powell told Daniels that he couldn't accept the money out there in the hallway and he couldn't write him a receipt at the time. Powell concedes that Daniels started to reach for his billfold. Powell never spoke to Daniels on the job, though Daniels once saw Powell outside the tunnel when Daniels was inside working. Powell did not speak to him at that time.

Campbell commenced work for Respondent Employer on May 6. Four to five weeks later, Respondent Union's steward, Burton Caldwell, spoke to Campbell in the tunnel while he was working and gave him papers to sign which Campbell said he would fill out later. Caldwell told Campbell that his dues and initiation fees were $339 and he needed to send in $100 per week. Campbell asked for the address of where he was to send his payments. Caldwell did not have it, but promised to get back to Campbell. Campbell next saw Caldwell on June 26, and gave him the signed papers while Caldwell wrote out the Union's address. Caldwell also told him that he was not on a list of employees to be laid off that day.

On Friday, June 26, Caldwell called Powell and advised him that there was going to be a layoff of five employees who worked as truckdrivers and miners, including the second-shift steward, Raymond Abner. Powell went to the jobsite to see the project superintendent, Jerry Haney. He requested that Haney retain the second shift steward and lay off three employees who had not paid their initiation fees. Haney refused, stating that he was laying off people as their jobs were completed. Powell then told Haney to fire Daniels, Campbell, and Conrad Marker. Haney refused to fire them without something in writing from the Union. Powell told Haney that if they did not get paid up he would run them off the job on Monday. At that point Powell left the jobsite.

Nothing was said to Daniels or Campbell about their imminent discharge if they did not pay their dues before Monday morning. Powell acknowledged that neither Daniels nor Campbell were given any deadline within which to pay their initiation fees and $13 monthly dues.

Daniels and Campbell were assigned to work as members of Charlie Slaven's crew. Powell testified he spoke to members of Slaven's crew but he was unsure as to whether he had spoken to either Daniels or Campbell on any particular day, concerning their obligation to pay their initiation fees. He testified that he told Charlie Slaven, the foreman of the crew, that Campbell and the other three guys he fired that Slaven should explain to them that they had to get their initiation fees paid. He was asked if he explained whether Campbell, Daniels, or Turner had not paid their dues. He responded, ''Yes, I did but I told them I didn't know their names and I couldn't swear that I talked to this individual or that individual but I talked to Charlie Slaven's crew.''

On June 29, on a Monday at approximately 7 a.m., Powell took a letter to the jobsite requesting the discharge of employees for not following the initiation fee provisions pursuant to the contract. Attached to the letter was a list naming Conrad Marker, William Campbell, Levi Daniels, and Chris Brown. Next to the names were dates that the individuals allegedly signed their authorizations, and also figures showing the amount the individuals have paid. In every instance it reflected that no moneys had been paid. Powell left the jobsite before Daniels and Campbell arrived at the tool shed where they were advised by Haney that the Union had fired them, and Haney showed them the letter. The group walked outside with Haney and saw Burt Caldwell and Conrad Marker. Campbell said that he had just gotten the address on Friday for where he could send the initiation fee and Caldwell agreed. Haney told the employees that the Union had gotten

mad because the Company had laid off their second shift steward, and told Campbell that he should see a lawyer.

Campbell, Daniels, and Marker waited for an hour at the jobsite while Haney drove to the office to obtain copies of Respondent Union's request for their discharge. Campbell and Daniels went to see a lawyer and then called Powell. Powell told them he would accept their dues and fees and try to get them reinstated. Accordingly, they drove approximately 50 miles from the jobsite to the union hall. When they arrived at the union hall offering to pay, Powell called the Respondent Employer and was told that they would not be reinstated as the Employer said their discharge was changed to a layoff status.

Haney testified that he no longer needed Daniels and Campbell because he moved his people around and switched people from one crew to another and ''filled everything up.'' He testified further that the Employer did not hire any men to replace them.

Conclusion and Analysis

In *Coopers NIU (Blue Grass)*, 299 NLRB 720, 723 (1990), the Board educates us, inter alia:

> [W]hen a union seeks to enforce the union-security provision of a contract against unit employees, it has a fiduciary duty to fully inform the employee of his dues obligation before taking any action to effect his discharge. Specifically, the Union has to give the employee, at minimum, reasonable notice of the delinquency, including a statement of the precise amount and months for which dues are owed and of the method used to compute this amount, tell the employee when to make the required payment, and explain to the employee that failure to pay will result in discharge.

In another case, *Carpenters Local 296 (Acron Construction Service Co.)*, 305 NLRB 822 (1991), the Board affirmed the administrative law judge's decision finding that a union fiduciary duty requires it to inform the employee of his obligations in order that the employee may take whatever action is necessary to protect his job tenure. The Board concluded that giving 1 or 2 days' notice to the employee of his obligation and the deadline for meeting same was not adequate opportunity for the employee to make the payments. Although the employee was on notice generally of his dues obligation, he was not given a precise deadline for payment until 2 days prior to that deadline which the Board found inadequate.

Neither Daniels nor Campbell was given the necessary notice of his obligation, which the Union had a fiduciary duty to provide. Moreover, the union representative admitted that the Union never gave Daniels or Campbell a deadline by which to make his payments to stave off discharge. The union never gave these employees an explicit explanation of the amounts owed or the method of computation. Campbell and Daniels were merely told they had to start paying their initiation fees. This fell very short of meeting its fiduciary obligation to inform the employees of their obligation.

The Board has held that negligence or inattention on the part of employees will not relieve the union of its fiduciary obligation. The union must show that an employee willfully and deliberately attempted to avoid union-security obligation, before the Board will excuse the union's failure to fully comply with the notice requirements.

Daniels drove 50 miles in order to pay his initiation fee, which Powell was too busy to accept.

Daniels testified that Powell never subsequently spoke to him at the jobsite. While in the tunnel, Daniels saw Powell who was outside of the tunnel, at a distance. Powell didn't really know who he spoke to other than ''Slaven's crew.''

Daniels and Campbell were credible witnesses who impressed me with their efforts to be exacting in their testimony. They testified in a clear-cut, exacting manner.

While, way of contrast, Powell demonstrated a poor memory and was not explicit. I therefore credit Daniels and Campbell over Powell.

Campbell responsibly signed a checkoff when it was presented to him on June 12, over a month after he commenced to work. The steward, Caldwell, wasn't even able to give him an address where he could send his initiation fee. Caldwell gave him the address on Friday, June 26, but didn't inform him that he would be discharged on Monday at 7 a.m.

Campbell had arranged for his wife to mail a partial payment to the Union, prior to being informed of his termination.

The Respondent Employer, on the morning of June 26, announced a layoff of certain truckdrivers and miners whose work was completed. Among them was the second shift steward. After learning this, Powell came to the jobsite to demand that the steward be retained. The General Superintendent Haney would not keep the steward, and Powell, in response, suggested that the three employees who had not yet paid their initiation fees be laid off and that those employees who were slated for layoff be retained. Haney refused to do this. As a result, Powell demanded that the three individuals, including Campbell and Daniels, be fired for nonpayment of initiation fees.

Even a cursory investigation by Haney would have disclosed that Daniels had once proffered his entire initiation fee and had been refused, and then subsequently not given any deadline for payment.

Haney even advised Campbell to see a lawyer. I am convinced by a preponderance of the evidence that the discharge of Campbell by the Employer violated Section 8(a)(3) of the Act.

According to the credited testimony of Campbell, Haney stated and repeated that all that it boiled down to was that the Union got mad because the Employer had to lay off a second shift union steward.

Accordingly, I find that Respondent Union violated Section 8(b)(1)(A) and (2) of the Act by requesting and causing the discharge of Daniels and Campbell. Furthermore, I find that the Respondent Employer violated Section 8(a)(3) of the Act when it discharged Daniels and Campbell on June 29, even though Respondent was on notice that the discharge request had been made in retaliation for the layoff of a union steward.

CONCLUSIONS OF LAW

1. Respondent Grassetto USA Construction, Inc. and Incisa USA, Inc., a Joint Venture, is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Laborers International Union of North America, Local 1450, AFL–CIO is now and has been at all times material a labor organization within the meaning of Section 2(5) of the Act.

3. By discriminating with regard to the tenure of employment of William F. Campbell and Levi Daniels, Respondent Employer has violated Section 8(a)(1) and (3) of the Act.

4. The Respondent Union has violated Section 8(b)(1)(A) and (2) of the Act by causing the discharge of employees William F. Campbell and Levi Daniels for nonpayment of dues and initiation fees in a manner which did not satisfy its fiduciary obligation to the employees.

5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that the Respondent Employer has engaged in unfair labor practices within the meaning of Section 8(a)(1) and (3) of the Act, I shall recommend that it be ordered to cease and desist therefrom, and to take certain affirmative action designed to effectuate the policies of the Act.

I shall also recommend that the Respondent Employer be ordered to offer Campbell and Daniels immediate and full reinstatement to their former or, substantially equivalent positions, without prejudice to their seniority or other rights and privileges. Respondent shall expunge from its files and records any references to the discharges of these individuals, and notify them in writing, that this has been done, and that evidence of their unlawful discharges shall not be used as a basis for future personnel actions against them.

I am cognizant of the fact that the Employer is in the building and construction industry which could possibly give rise to questions of job longevity or availability, but any such problems which might arise can properly be addressed at the compliance stage of these proceedings.

In addition, Respondent Employer shall make whole these employees for any losses they may have suffered by reason of the discrimination against them, by payment to them, a sum of money equal to that to which they would have normally earned from the date of their discharges, less net earnings during the period.

Loss of earnings shall be computed in the manner prescribed in *F. W. Woolworth Co*., 90 NLRB 289 (1950). Interest shall be computed in the manner prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

Both Respondent Employer and the Respondent Union shall cease and desist from engaging in any like or related conduct.

The Respondent Union shall also post an appropriate notice and shall be ordered to advise the Employer in writing and Daniels and Campbell in writing that it withdraws and rescinds its request for their discharge and that it has no objection to their reinstatement without loss of seniority or other rights and privileges previously enjoyed by them.

Respondent Union shall further be ordered to request, in writing, that the the Employer reinstate Campbell and Daniels.

In addition, the Respondent Union shall be ordered to make Campbell and Daniels whole for any loss of pay they may have suffered as a result of the discrimination practiced against them, and all backpay provided shall be with interest and computed in the manner described in *New Horizons for the Retarded*, and *F. W. Woolworth Co*., supra.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[2]

ORDER

A. The Respondent Employer, Grassetto USA Construction, Inc. and Incisa USA, Inc., a Joint Venture, Harlan, Kentucky, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Discriminating in regard to the tenure of employment of William F. Campbell and Levi Daniels.

(b) In any like or related manner interfering with, restraining, or coercing employees in exercise of rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Offer Campbell and Daniels immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and make them whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of the decision.

(b) Remove from its files any references to the discharges of the employees named above and notify them in writing that this has been done, and that evidence of their unlawful discharges shall not be used as a basis for future personnel against them.

(c) Post at its facilities copies of the notice marked ''Appendix I.''[3] Copies of said notice, on forms provided by the Regional Director for Region 9, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately on receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Respondent shall take reasonable steps to ensure that said notices are not altered, defaced, or covered by any other material.

(d) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

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[2] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[3] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

B. The Respondent Union, Laborers International Union of North America, Local 1450, AFL–CIO, its officers, agents, and representatives, shall[4]

1. Cease and desist from

(a) Causing or tempting to cause the Employer to discharge or otherwise discriminate against William F. Campbell, Levi Daniels, or any other employee for failure to tender to the Respondent Union dues or initiation fees, without giving them an adequate or reasonable period of time to pay such dues.

(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Notify the Employer that it has no objection to the reemployment of William F. Campbell and Levi Daniels and seek their reinstatement with the Employer.

(b) Make Daniels and Campbell whole with interest, for any loss of earnings and other benefits they may have incurred as a result of the discrimination against them. Backpay shall be computed in the manner set forth in the remedy section of this decision.

(c) Post at its facility copies of the attached notice marked ''Appendix II.''[5] Copies of the notice on forms provided by the Regional Director of Region 9, shall be signed by the Union's authorized representative and posted by the Union immediately on receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Union to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Forward a sufficient number of signed copies of the notice to the Regional Director for Region 9 for posting by the Employer at its place of business in places where notices to employees are customarily posted, if the Employer is willing to do so.

(e) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(f) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[4] See fn. 2, supra.

[5] See fn. 3, supra.